

ORIGINAL

AO 128 (Rev. 3/04)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court, Central District on the following ☒ Patents or ☒ Trademarks:

DOCKET NO. CV08-01049	DATE FILED 11/14/2008	FILED IN PA (CWK)	U.S. DISTRICT COURT Central District
PLAINTIFF Ultra 2000 Manufacturing International, Inc.		DEFENDANT SMART, INC. DBA CHEMICAL GUYS MFG. CO., a California corporation, PAUL SCHNEIDER, an individual, and DOES 1 through 10	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1 2,680,654	1/28/2003	Ultra 2000 Manufacturing International, Inc.	
2 2,711,023	4/29/2003	Ultra 2000 Manufacturing International, Inc.	
3			
4			
5			

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY			
	<input checked="" type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Answer	<input checked="" type="checkbox"/> Cross Bill	<input checked="" type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK		
1				
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT <h2 style="margin: 0;">SEE ATTACHED DOCUMENT</h2>

CLERK Terry Nafisi	(BY) DEPUTY CLERK Irene Ramirez	DATE November 17, 2008
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

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9

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 ULTRA 2000 MANUFACTURING
INTERNATIONAL, INC.,

14 Plaintiff,
15

16 vs.

17 SMART, INC. dba CHEMICAL
GUYS MFG. CO. a California
corporation, PAUL SCHNEIDER, an
18 individual, and DOES 1 through 10,

19 Defendants.
20

CASE NO. CV08-01049-PSG (PLAx)
STIPULATED JUDGMENT

21 JURISDICTION AND VENUE
22

23 1. This court's jurisdiction is predicated on 28 U.S.C. §§1331, 1338 and
24 28 U.S.C. §1367.

25 2. Venue in this court is proper pursuant to 28 U.S.C. §1391.
26

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STIPULATED SETTLEMENT

1 3. This Court has personal jurisdiction over the Parties in connection with
2 the allegations set forth in the Complaint.

3
4 **BACKGROUND**

5 4. Ultra 2000 Manufacturing International, Inc., is a Nevada corporation,
6 d/b/a/ in Nevada as Kenneth Friedl Ultra 2000 Mfg. Co. ("Ultra") in Nevada with
7 its principal place of business in California. Ultra manufactures and distributes
8 surface polish products for automobiles, aircraft, and watercraft.

9
10 5. Smart, Inc., d/b/a/ Chemical Guys Manufacturing Co. is a California
11 corporation having its principal place of business in California ("CGM"). CGM
12 manufactures and distributes auto detailing and car wash products.

13
14 6. Paul Schneider, an employee of CGM ("Mr. Schneider"), is an
15 individual residing in Los Angeles County California.

16
17 7. Ultra owns trademarks in the wordmarks ULTRA 2000,
18 GLASSPLEXIN, GLARE and SPIDER, and a design mark comprising SPIDER
19 along with a silhouette spider for surface polish for automobiles, aircraft, and
20 watercraft (collectively, the "Ultra Marks.")

21
22 8. Ultra further owns registered trademarks in the wordmarks
23 GLASSPLEXIN, U.S. Trademark Reg. No. 2,680,654 and GLARE, U.S.
24 Trademark Reg. No. 2,711,023.

25
26 **STIPULATED JUDGMENT**

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STIPULATED SETTLEMENT

1 9. CGM, its directors, officers, agents, servants, employees, including
2 Mr. Schneider, and any other persons controlled by CGM acknowledge and admit
3 that Ultra is the undisputed owner of Ultra Marks as described above and
4 represent, warrant and promise that they shall not for commercial or personal
5 purposes, use, copy, imitate, publish, sell or distribute any products of the Ultra
6 Marks or similar marks, including GLASSSYN. However, CGM may use the
7 word "ultra" as an adjective in connection with describing any of its products.
8

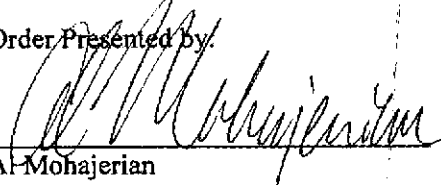
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10 10. Each Party shall bear its own respective attorneys fees and costs of suit
11 incurred in this litigation.
12


13 11. The Parties agree that all claims are dismissed with prejudice and this
14 Order shall act as a full and final resolution of any and all claims, actions, causes
15 of action, based on any statute or provision of common law, whether legal or
16 equitable, and all liability arising out of, or in any way related to the Parties
17 commercial activities. The Parties acknowledge they may hereafter discover
18 facts in addition to or different from those whey they now know or believe to be
19 true, and that they may have sustained or may yet sustain damages, costs or
20 expenses that are presently unknown and that relate to the matters encompassed
21 by their settlement and this Order. The Parties have acknowledged, however, that
22 they have negotiated, agreed upon, and entered into their settlement in light of
23 such possibilities and it is the intention of the Parties that this Order shall be
24 effective as a bar to any and all actions, fees, damages, losses, claims, liabilities
25
26

1 and demands of whatever character, nature and kind, known or unknown,
2 suspected or unsuspected. In furtherance of this intention, the Parties have
3 waived any and all rights which they may have under state or federal statute or
4 common law principle that would otherwise limit the effect of this Order to
5 claims known or suspected at the date on which the Parties hereto execute their
6 settlement, and the Parties specifically and knowingly waive the effect and
7 protections of Section 1542 of The California Civil Code, which provides:
8
9

10 **A general release does not extend to claims which the creditor does not**
11 **know or suspect to exist in his favor at the time of executing the release,**
12 **which if known by him must have materially affected his settlement with**
13 **the debtor.**

14 Order Presented by:

15 
16 Al-Mohajerian
17 Mohajerian Law Corp,
18 Attorneys for Plaintiff

19 
20 Jeffrey F. Craft
21 Lee, Hong Degerman, Kang & Waimey
22 Attorneys for Defendants

23
24 **ORDER ENFORCING STIPULATED SETTLEMENT**

25 Notice having been given, the Court having considered the Stipulation of the
26 interested parties, and it appearing to the Court that there is good cause to
approve the Stipulated Settlement,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1.
This United States District Court for the Central District of California shall enforce the terms of this settlement as memorialized by this Stipulated Judgment.

2.
Dismissal of this lawsuit with prejudice is conditioned upon the Parties' full compliance with the terms of this Stipulated Judgment.

This Order shall so operate.

DATED: November 14, 2008

PHILIP S. GUTIERREZ

Hon. Phillip S. Gutierrez
United States District Court Judge